

Kathleen Grillo
Vice President
Federal Regulatory



1300 I Street, NW, Suite 400 West
Washington, DC 20005

Phone 202 515-2533
Fax 202 336-7922
kathleen.m.grillo@verizon.com

Sept. 22, 2005

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: IP-Enabled Services, WC Docket No. 04-36; E911 Requirements for IP-Enabled Service Providers, WC Docket No. 05-196

Dear Ms. Dortch:

Enclosed is the Subscriber Notification Report (September 22, 2005) of Verizon Long Distance for VoiceWing service, pursuant to the Enforcement Bureau's Public Notice, DA 05-2358, released Aug. 26, 2005.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Kathleen Grillo".

Attachments

cc: Tom Navin
Julie Veach
Christi Shewman
Ian Dillner
Nick Alexander
Tim Stelzig
Colleen Heitkamp

Byron McCoy
Kathy Berthot
Janice Myles
David Hunt
Cynthia Bryant

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matters of)	
)	
IP-Enabled Services)	WC Docket No. 04-36
)	
E911 Requirements for IP-Enabled)	WC Docket No. 05-196
Service Providers)	

**SUBSCRIBER NOTIFICATION REPORT
(SEPTEMBER 22, 2005)
OF VERIZON LONG DISTANCE
FOR VOICEWING SERVICE**

As Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance (“Verizon”) reported in its Subscriber Notification and Acknowledgement Status Report dated August 10, 2005 (“August 10 Report”) and in its Subscriber Notification Report dated September 1, 2005 (“September 1 Update”), Verizon has been providing notice of the limitations of VoiceWing’s emergency response service, and obtaining affirmative acknowledgements of those differences and limitations from its VoiceWing customers, since it first launched its service on July 22, 2004. Verizon both has received affirmative acknowledgements of the limitations of its emergency response service from its existing VoiceWing customers at the time they signed up for VoiceWing service, and will continue to obtain affirmative acknowledgements from all future VoiceWing customers. In addition, Verizon has provided 911 warning labels to its existing VoiceWing customers and will continue to provide 911 warning labels to all future VoiceWing customers until the Commission’s November 28, 2005 deadline. The update requested in the Enforcement Bureau’s Public Notice released August 26, 2005 is set out below.

1. Detailed explanation regarding current compliance with the notice and warning sticker requirements if the provider did not notify and issue warning stickers or labels to 100% of its subscribers by the July 29, 2005 deadline.

A. As Verizon explained in its August 10 Report and September 1 Update, Verizon has informed all VoiceWing customers of the limitations of the emergency response service provided by VoiceWing, and has issued warning stickers to 100 percent of its subscribers. *See* August 10 Report at 2-4, 6-10; September 1 Update at 2-4.

From the initial launch of VoiceWing service on July 22, 2004, Verizon has obtained each VoiceWing customer's affirmative acknowledgement of the limitations of the service as follows: If a customer ordered VoiceWing on-line, Verizon informed the customer of the limitations of VoiceWing's emergency response service, and obtained the customer's affirmative acknowledgement that he or she had read and understood those limitations twice during the ordering process. As discussed in paragraph C., below, this same process applies today.

First, the customer was presented with a web page during ordering that informed the customer that VoiceWing does not provide traditional 911 or E911 service. The customer was required to accept the 911 limitations by clicking a box that indicated that he or she had read and understood the limits of VoiceWing's emergency response service. If the customer did not accept these terms, he or she would not be able to proceed to the next step in the ordering process and would not be able to subscribe to VoiceWing service. Second, after the customer indicated that he or she understood and accepted the 911 limitations of the VoiceWing service, the customer also was required to accept the Terms of Service for VoiceWing before he or she was able to complete the ordering process. Section 6 of the Terms of Service included a detailed and clear statement of the limitations of the VoiceWing emergency response service. Verizon's

August 10 Report attached copies of the 911 Limitations and the Terms of Service presented to customers during the ordering process. *See* August 10 Report at 2-3, and Attachments 1, 2.

Similarly, from the initial launch of VoiceWing service, if a customer ordered VoiceWing service by calling a Verizon sales and service center, the customer was informed of the limitations of the emergency response service provided by VoiceWing by the VoiceWing representative who took the order. In addition, customers who ordered service this way had to activate their VoiceWing account by registering on-line. During the on-line registration process, these customers were required first to indicate that they understood and accepted the 911 limitations, and then to accept the Terms of Service, before they were able to activate their account and use their service.

B. As Verizon explained in its August 10 Report and September 1 Update, Verizon sent warning stickers to all existing VoiceWing customers as of July 22 by first class U. S. mail on July 26, 2005. Verizon sent two types of stickers to each VoiceWing customer. The first is designed to be placed on the telephone adapter. This sticker advises customers:

VoiceWingSM provides a limited emergency response service when you dial 911. E911 service is currently not available. In case of an emergency, please use another phone to reach emergency services. In order for VoiceWing to direct your 911 call to the appropriate emergency service provider, you MUST provide VoiceWing with your current service address. If you use this telephone adapter from a new service address, you MUST update your service address with VoiceWing, either through your Personal Account Manager or through customer service at 1-800-505-6495. It may take up to 5 days to process this service address update. If you do not update your service address, your emergency 911 call may be directed to the incorrect emergency service provider. VoiceWing will not operate (and you will not have access to emergency services) in the event of a power outage or if your broadband service is down.

The second is designed to be placed on the telephone handset. This sticker advises customers:

This phone provides a limited emergency response service when you dial 911. E911 service is currently not available. In case of an emergency, please use another phone to reach emergency services.

The letter that was sent to customers with the stickers instructed customers to place the stickers on the adapter and on the telephones used for VoiceWing service. As of July 23, Verizon provides both types of stickers in the fulfillment materials sent to new subscribers to VoiceWing service. Attachment 11 to the August 10 Report provided a copy of the letter and warning stickers sent to VoiceWing customers.

As Verizon also explained in its August 10 Report and September 1 Update, following release of the Commission's June 3 Order, Verizon took extra steps to remind customers of the limitations of VoiceWing's emergency response service and to supplement the previous notices. First, Verizon provided its VoiceWing customers who ordered service prior to June 30, 2005 with supplemental information about the limitations of VoiceWing's emergency response service compared to traditional 911 service through a supplemental e-mail notice to these customers on July 15. The e-mail requested that the customer indicate that he or she received the supplemental notice and understood the limitations by clicking the "I Agree" button at the bottom of the e-mail. *See* August 10 Report at 4-5, and Attachment 3; September 1 Update at 4-5.

Verizon also posted an announcement on customers' Personal Account Managers about the FCC's order that urged customers either to open the July 15 e-mail or to call a toll-free number in order to provide Verizon with affirmative acknowledgement that they had received the supplemental notice. *See* August 10 Report at 5 and Attachment 4. If a customer called the toll-free number, a Verizon representative would remind the customer that he or she had previously been presented with and accepted the 911 limitations of VoiceWing service, highlight

the supplemental information, and ask the customer for his or her affirmative acknowledgement. The conversation with the VoiceWing customer is recorded in order to preserve the customer's affirmative acknowledgement of the limitations. *See* August 10 Report at 5 and Attachment 5.

On July 22, 2005, Verizon posted a further message on the Personal Account Managers of customers who had not replied by July 20 to the supplemental email or called the 800 number. The message was very similar to the July 15 email message and allowed the customer to click a box to provide Verizon with the customer's affirmative acknowledgement. *See* August 10 Report at 5-6 and Attachment 6. A customer presented with this message on the Personal Account Manager could not access his or her account on-line without accepting the 911 limitation statement. Verizon's August 10 Report attached copies of the e-mail notices and the announcements posted on customers' Personal Account Managers. *See* Attachments 3, 4, and 6 to Verizon's August 10 Report.

After August 10, Verizon continued to reach out to these customers as follows: On August 16, Verizon began using an automated caller to contact customers who had not replied to the supplemental e-mail or called the 800 number by July 29. Customers heard the following announcement:

Hello, this is Verizon VoiceWing customer service. You will soon receive a letter from us about the limitations of VoiceWing's 911 service. We need to get your acknowledgment that you've received and that you understand these 911 limitations. Failure to respond by August 29 may result in suspension of your VoiceWing service. So look for the letter in the next week. If you have any questions call 888-500-2972 or press "9" now to speak with a representative.

On August 29, Verizon sent a letter by first class U. S. mail to customers who had not replied to the supplemental e-mail, affirmatively responded to the 911 notice on the customer's Personal Account Manager, or spoken with a representative. The letter includes a tear-off

acknowledgment form that can be returned in the enclosed prepaid return envelope. Attachment 12 to the September 1 Update provides a copy of the letter.

Since the September 1 Update, Verizon has continued to reach out to these customers. On September 15, Verizon sent a further e-mail message to customers who had not replied to the supplemental e-mail, called the 800 number, or returned the tear-off form. Attachment 13 provides the text of the September 15 e-mail notice. Verizon also has continued to post the 911 limitations statement on the Personal Account Manager of those customers who have not yet responded.

C. As Verizon explained in its August 10 Report and September 1 Update, customers who have ordered VoiceWing service on-line since June 30 have been presented with the updated notice of 911 limitations and Terms of Service during the on-line ordering process. Customers who have ordered VoiceWing service by calling a Verizon sales and service center after June 30, 2005 have been informed of the 911 limitations by the representative during the ordering process. These customers also must register their accounts on-line before they can use VoiceWing service. During the on-line registration process, the customer is presented with the updated notice of 911 limitations and Terms of Service, which include the information in the supplemental notice described above. Verizon's August 10 Report attached copies of the 911 Limitations and the Terms of Service presented to customers who have ordered service since June 30, 2005. *See* August 10 Report at 6-7, and Attachments 7 – 10; September 1 Update at 6.

In addition, as explained in Verizon's August 10 Report and September 1 Update, and as noted above, as of July 23, Verizon provides warning stickers in the fulfillment materials sent to new subscribers to VoiceWing service. *See* August 10 Report at 9-10; September 1 Update at 4, 6.

2. Quantification of the percentage of VoiceWing's subscribers that have submitted affirmative acknowledgements as of September 21, 2005, and an estimation of the percentage of subscribers from whom Verizon does not expect to receive an acknowledgement by September 28, 2005.

As described above, and in Verizon's August 10 Report and September 1 Update, all of Verizon's VoiceWing subscribers have provided an affirmative acknowledgement of the limitations of the emergency response service provided by VoiceWing at the time they ordered or activated their service. That is, 100 percent of VoiceWing subscribers (other than test accounts) have submitted an affirmative acknowledgement, and the percentage of subscribers from whom Verizon does not expect to receive an acknowledgement by September 28, 2005 is zero.¹

In addition, as of September 21, 2005, approximately 89 percent of current VoiceWing customers who ordered service before June 30 have provided a second acknowledgement of the supplemental notice of 911 limitations. As explained above, however, Verizon already has received at least one affirmative acknowledgement of the limitations of its emergency response service from all of its VoiceWing subscribers and has received a second acknowledgement from the majority of those subscribers. Verizon does not have an estimate of the percentage of customers from whom it will not receive a second acknowledgement.

¹ Verizon has approximately 130 active test VoiceWing accounts. Most are used by Verizon for product testing and demonstration. Approximately 20 accounts belong to Verizon employees. All of the Verizon employees have provided affirmative acknowledgements of the 911 limitations. Approximately 10 accounts have been made available to media representatives for limited durations of 30 to 90 days. All of the media test accounts have been provided with notice of the 911 limitations and will be terminated if Verizon has not received an affirmative acknowledgement by September 28.

3. Detailed description of any and all actions Verizon plans to take towards any of its VoiceWing subscribers that do not affirmatively acknowledge having received and understood the advisory.

As described above, and in Verizon's August 10 Report and September 1 Update, all of Verizon's VoiceWing subscribers have affirmatively acknowledged at least once having received and understood notice of the limitations of the emergency response service provided by VoiceWing. Because there are no subscribers from whom Verizon has not received at least one affirmative acknowledgement, Verizon has no plans to disconnect subscribers for this reason.

4. Detailed description of any and all plans to use a "soft" or "warm" disconnect (or similar) procedure for subscribers that fail to provide an affirmative acknowledgement by September 28, 2005.

As Verizon explained in its September 1 Update, Verizon does not have plans to use a "soft" or "warm" disconnect procedure because it has affirmative acknowledgements from all of its VoiceWing customers. As described above, and in Verizon's August 10 Report and September 1 Update, all of Verizon's VoiceWing subscribers have affirmatively acknowledged having received and understood notice of the limitations of the emergency response service provided by VoiceWing at least once. Because Verizon does not plan to disconnect any subscribers for failure to provide an affirmative acknowledgment, Verizon has not investigated the feasibility of using a "soft" or "warm" disconnect procedure, and has focused its efforts on providing E911 capability to as many VoiceWing subscribers as it can by the November 28 deadline.²

² See *E911 Requirements for IP-Enabled Service Providers*, 20 FCC Rcd 10245, ¶ 79 (2005).

September 15, 2005

Dear VoiceWing Customer,

We have attempted to contact you several times with important news about your VoiceWing Broadband Phone Service. Please take a few minutes now to read this e-mail as your immediate response is required.

In June, the FCC ordered all interconnected Voice over Internet Protocol (VoIP) service providers, like VoiceWing, to inform their customers about the 911 limitations of their service and to get the customer's affirmative acknowledgement of those 911 service limitations. Interconnected VoIP service providers are those entities that, among other things, provide customers with the ability to use a broadband connection (like DSL or cable modem) to make calls to and receive calls from users of the regular telephone network, sometimes called the public switched telephone network. Please respond by **September 28, 2005. Failure to respond may result in suspension of your VoiceWing service.**

Your safety is very important to us. For that reason, it is critical that you understand the 911 limitations of your VoiceWing service. We have modified our VoiceWing Terms of Service to address the FCC's requirements. The updated Terms of Service are posted on your Personal Account Manager at www.verizon.com/voicewing. To access them, log on to your Personal Account Manager using your User ID and Password, and click on the 'Help' icon. The link to the Terms of Service is located in the Customer Support area of the Help page. The modified Terms of Service are effective on the date of this notice to you.

For your convenience, we have reprinted below, Section 6 of the Terms of Service that describes our Limited Emergency Response Service. **Please review this information and then click the 'I Agree' button at the bottom of this email to indicate that you have received and reviewed this information and that you understand the 911 limitations of the VoiceWing service. Please remember that VoiceWing services can only be used in the United States.**

LIMITATIONS ON EMERGENCY RESPONSE SERVICES - TRADITIONAL 911 AND E911 NOT AVAILABLE.

- a. **YOU MUST MAINTAIN AN ALTERNATE MEANS OF REQUESTING EMERGENCY SERVICES.** You acknowledge and understand that VoiceWing does NOT support traditional 911 and E911 access to emergency services. The limited emergency response service accessible by VoiceWing differs in a number of important ways from traditional emergency response services as further explained below. You must maintain an alternate means of accessing traditional emergency response services. You agree to inform any household residents, guests and other third persons who may be present at the physical location where the Service is utilized as to the important limitations on emergency response service. We may require you to affirmatively acknowledge that you have received, reviewed, and understand the Limitations on Emergency Response Services set forth in this Agreement or as we may otherwise provide them to you (the 'Acknowledgement'). If you fail to provide the Acknowledgement by the time we specify, we may immediately suspend or terminate the Service until we receive your Acknowledgement.
- b. **Routing of Limited Emergency Response Service Calls.** When you dial 911 using the Service, your call will be routed, in most instances, to the general telephone number for the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the Service Address you have registered with Verizon. You acknowledge and understand that you may not be routed to a dispatcher who is specifically trained and designated to receive incoming emergency response calls. It is possible that the lines at the PSAP will be occupied and that

you will get a busy signal. It is also possible that the line may not be answered or that you will not reach a live operator.

c. **The Limited Emergency Response Service Will Not Receive Automated Number and Location Identification.**

You acknowledge and understand that when you call 911 using the Service, the local emergency personnel receiving your call will not be able to identify your phone number or the physical address from which you are calling. You will need to state the nature of your emergency promptly and clearly, including your telephone number and location. You acknowledge and understand that the individual answering the call may not be able to call you back or determine your location if the call is unable to be completed, is dropped or disconnected, or if you are unable to tell them your phone number and physical location and/or if the Service is not operational for any reason, including without limitation those reasons listed elsewhere in this Agreement. In some locations, the Service can provide phone number and address information to emergency service personnel, so long as you provide us with accurate service address information and provide us sufficient time to process your service address information. For a list of areas where VoiceWing Enhanced 911 or E911 service is available, visit your personal account manager's frequently asked questions.

d. **Some Emergency Service Providers Do Not Accept 911 Calls from VoiceWing Customers.** VoiceWing is able to offer limited emergency response services in most areas of the country; however, there are some areas where VoiceWing limited emergency response service calls will not be answered. For a list of areas where no limited emergency response service is available, visit your personal account manager's frequently asked questions on limited Emergency Response.

e. **You Must Register Your Correct Service Address for the Limited Emergency Response Service.** You acknowledge and understand that your failure to provide the current and correct physical address and location of your Equipment as the Service Address will result in any emergency calls you make being routed to the incorrect local emergency service provider. During the ordering process, you will provide Verizon the physical address where you will use your Service. You acknowledge and understand that if you use your Equipment and the Service to call 911 from a location other than the Service Address that you have registered with Verizon (e.g., if you move or use the Service while you are traveling), unless you have completed registration of such location as described in Section 6.f. below, your call will not be routed to the correct local emergency service provider. The provider to whom any such 911 calls are routed will be unable to transfer the call to a local emergency service provider in the area from which you are calling.

f. **You Must Update Your Service Address If You Move or If You Use the Service from a New Location.** You acknowledge and understand that VoiceWing's emergency response service will not route your emergency calls to the correct local emergency service provider unless and until you have registered your new physical location by updating your Service Address on your Personal Account Manager or by calling Customer Service at **1-800-505-6495**, and Verizon has completed the registration process by updating all appropriate systems. This process may take up to five (5) days. You acknowledge and understand that until your new address is fully registered, your 911 calls using the Service will continue to be directed to the local emergency service provider for the physical address previously provided to Verizon.

- g. **Power or Broadband Service Outage.** You acknowledge and understand that a power or broadband service outage will prevent ALL Service, including the dialing of 911. Should there be an interruption in the power supply, VoiceWing, including any emergency response service, will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing VoiceWing or any emergency response service. In addition, emergency response services will not function if your Equipment fails or is not configured correctly.

- h. **Service Outage Due to Suspension of Your Account.** You acknowledge and understand that a service outage due to suspension of your account as a result of billing issues or any other reason, including, but not limited to those reasons described elsewhere in this Agreement, will prevent ALL Service, including any emergency response service.

- i. **Possibility of Network Congestion and/or Reduced Speed for Routing Emergency Calls.** You acknowledge and understand that any calls made using VoiceWing's emergency response service may be subject to network congestion and/or reduced routing speed.

I Agree

If you have questions about this e-mail or any aspect of the 911 limitations of the VoiceWing service please contact us at 1-888-500-2972 (Mon.-Sat., 8am-8pm ET). Thank you for being a VoiceWing customer. We look forward to continuing to serve you.

Sincerely,

Verizon VoiceWingSM Customer Service